DOCUMENT CONTROL SYSTEM

DESCRIPTION:

The Design-Build Team shall prepare, status, electronically file and transmit all Drawings (plans), project correspondence, Shop Drawings, Submittals, Requests For Information, meeting minutes, and schedule narratives utilizing a document control software application (Oracle Primavera Contract Management), the licenses for which will be provided by the Department. This document control software application will also provide uniform project information and reporting. The Design-Build Team will access the document control software application via the internet.

The Design-Builder shall be responsible for entering into a Service Order contract with a vendor to provide Third Party Hosting Services for the duration of the contract. The Third Party Hosting Services are to be performed by an experienced firm authorized by Oracle Primavera (e.g., LoadSpring Solutions, MLM Project Services, Oracle) to provide Third Party Hosting Services for: Oracle Primavera Contract Management software application and related integrated software applications (e.g., Adobe Acrobat Reader, InfoMaker, Microsoft Office Suite); and Oracle Primavera P6. These services shall be sufficient to allow access by the appropriate number of Design-Build team staff, CI and DQ Quality Manager, Department staff, the Department’s Design Quality Assurance and Construction Quality Assurance staff.

The Third Party Hosting Services shall include distributed user account management, to allow two to three Department program administrators to create, modify and delete all user Active Directory, Oracle Primavera Contract Management, and Oracle Primavera P6 accounts. The Department will provide the Design-Build team access to the document control system software, P6 CPM software, and a common file server. All information that resides on the shared document control system shall become the sole property of the Department.

The Third Party Hosting Services shall also include: reporting tools to allow the Department to generate reports of named account usage within specified date ranges; support for user technical support requests and resolution by the vendor; and one project email box connected to Contract Management for each active construction project to enable the email import function.

DEFINITIONS

**Common File Server** – The secure common file server provided by the Third Party Hosting Service for storage of all contract documents.

**Design-Build Team** – The individuals with responsibility for controlling and managing the Work. This includes the Design-Builder’s responsibility for quality management as defined in Part 2 – DB §111, DB §112 and DB §113.

**Document Control System** - The document control system will be Oracle-Primavera Contract Management version 13, or latest version, which will be physically located in a secure location provided by the Third Party Hosting Service. The Department will provide the necessary
Oracle-Primavera Contract Management software licenses for the duration of the construction contract.

**Focus Application** - means a software program accessible through the vendors web portal.

**Contract Management Control Center** – This is the primary or main window when using Contract Management. On the left side of this window is the Project View pane that shows the different projects available to the user, and the various folders (Project Information, Communication, Logs) of information within each project. On the right side of this window is the users Workspace where various “objects” (Actions, Inbox, Alerts, Submittals, RFI, Issues, etc) can be shown that the user can configure to indicate the status of project items.

**Measurable Downtime** – This is the period of time during which the Design-Build Team and/or the Department (or its agents) cannot access the defined set of services in the Service Order Contract. This time begins at the earlier of either: the time the Department or its agents notifies the Vendor or, the Vendor’s monitoring utilities notify the Vendors’ administrators; and ending at the time the Vendor confirms the repair to the Department or its agent’s via telephone, electronic mail, or other means.

**NYSDOT Project Manager(s)** - The person(s) assigned by the NYSDOT Regional Director to oversee the Design-Build contract administration.

**Oracle Contract Management** – A software application from Oracle-Primavera that provides document management along with document control and collaboration tools to facilitate construction project management and contract administration in a web based environment.

**Oracle Primavera P6** – A software application from Oracle-Primavera to create and modify Critical Path Method (CPM) schedules to facilitate construction project management in a web based environment.

**Project Folders** – Project folders are shown within the Projects View on the Control Center, they are shown in a hierarchical view. The top level folder is the “All Projects” folder. The second level of folders is the various “Projects” which include the D# and description of the construction project. The third level of folders is broken into four items (Project Information, Communication, Logs, Contract Information). The fourth level of folders consists of various Modules to enter data.

**Submittal Coordinator** – The Submittal Coordinator shall be a person designated by the Design-Builder, generally from the firm providing the Design Services

**Service Order Contract** – A Service Order Contract is a signed contract between the Design-Builder and a Vendor, requiring Department approval, which includes a defined set of information technology services to be provided, the Terms and Conditions for those services, and a breakdown of costs for those services.

**Third Party Hosting Services** – These are Information Technology services normally provided by the Department that are instead provided by a vendor through a Service Order Contract.
Workspace – The area on the right side of the Control Center that the user can configure by adding/removing or arranging Objects, and the Objects can be customized with filters based on the user’s needs and role(s) in the project.

CONSTRUCTION DETAILS

A. DOCUMENT CONTROL SPECIALIST:

The Design-Build team shall furnish the services of one or more of their administrative employees, entitled the Document Control Specialist, who will ensure that the Design-Builder and all other parties as designated by the Department’s Project Manager will prepare, status, electronically file and transmit all project plans, correspondence, Shop Drawings, submittals, Requests For Information (RFI), meeting minutes, and schedule narratives utilizing a document control system as provided by the Department or its agents.

The Document Control Specialist(s) shall be designated by name, in writing with a resume of their qualifications, within five (5) calendar days of the award of the Contract and shall not be changed without prior written notice to the Department. Although the Design-Builder may designate more than one person to perform the Document Control Specialist role, one person shall be responsible for coordinating the work of these individuals and shall be knowledgeable of the status of all contract documentation aspects of the work throughout the length of the Contract.

The primary function of the document control system is to ensure timely processing of all contract documentation in coordination with the contract Progress Schedule.

The named Document Control Specialist shall be responsible for maintaining information related to the responsibility, status, elapsed time since submission, held time, and a history of all submittal revisions.

B. SUBMITTAL COORDINATOR:

The Design-Build team shall furnish the services of one or more of their administrative employees, entitled the Submittal Coordinator, who will ensure that contract documents submitted by the Document Control Specialist(s) are routed to the appropriate person(s) for review and/or approval and status the associated database record in Contract Management; and will assure when these documents are returned with comments and/or approved that they are returned to the appropriate person within the Design-Build Team; utilizing a document control system as provided by the Department or its agents.

The Submittal Coordinator(s) shall be designated by name, in writing with a resume of their qualifications, within five (5) calendar days of the award of the Contract and shall not be changed without prior written notice to the Department. Although the Design-Builder may designate more than one person to perform the Submittal Coordinator role, one person shall be responsible for coordinating the work of these individuals and shall be knowledgeable of the status of all contract documentation aspects of the work throughout the length of the Contract.
The primary function of the Submittal Coordinator is route contract documents to the appropriate person, to properly status the associated database record, and to monitor the timeliness of review/approval periods to ensure timely processing of all contract documentation in coordination with the contract Progress Schedule.

The named Submittal Coordinator shall be responsible for maintaining information related to the responsibility (BIC), status, elapsed time since submission, held time, and a history of all submittal revisions.

C. DOCUMENTATION CONTROL SYSTEM ACCESS REQUIREMENTS:

Within five (5) days of Contract Award, the Design-Builder shall submit to the Department’s Project Manager a completed and signed “Request For Access” form requesting the Department establish a user account for the employee(s) designated as the Document Control Specialist to logon to Contract Management. The Request For Access form can be downloaded from the Department’s website at the following URL address https://www.dot.ny.gov/main/business-center/contractors/construction-division/primavera

The Design-Builder may submit additional Request For Access forms to the Department’s Project Manager to allow Design-Build team personnel (may include, but is not limited to, design staff, construction staff, inspection staff, subcontractors or fabricators) to access the document control system. The Design-Builder shall specify on the Request for Access form the “Role” they are requesting for these users in the Contract Manager application.

The Design-Builder shall designate one of their authorized personnel to be the Document Control Specialist and act as the document control system contact person for the Design-Build team. That person shall be trained and experienced in the use of Primavera Contract Management version 13 or higher. All Design-Build team personnel requesting access authorization must complete the minimum training requirements described below and submit a certificate of completion to the Department. Anytime following notice by the Department that they are the apparent successful bidder, the Design-Builder may submit Request For Access forms (with accompanying training certificate(s)) to the Department’s Project Manager, and with approval thereof, the Department will issue a user ID and password to each of the authorized Design-Build team personnel for access to the document control system. The Design-Builder will ensure that only Department authorized Design-Build team personnel access and utilize the control system in a responsible, non-destructive manner. The Design-Builder shall make every reasonable effort to prevent the disclosure or sharing of access information (usernames and passwords) for unauthorized use of the control system. The Department, at its discretion, may revoke access authorization from any user if it is determined that: a) the contract is not awarded; b) the user has used the control system for any other reason than is intended by this specification; c) the user is no longer in the Design-Builder’s employ or associated with the project or d) the user has disclosed their access information for use by another person or party for any reason

D. DOCUMENTATION REQUIREMENTS:
All written and electronic correspondence within the Design-Builder Team, and from the Design-Build team to the Department or the Department’s representatives (e.g., the NYSDOT Project Manager(s)) for the duration of the contract shall be transmitted and controlled using Oracle Primavera Contract Management, including, but not limited to: design reviews, constructability reviews, construction reviews, plans, transmittals, items comprising the Management Plan, meeting minutes, design documents/requests for approval, Requests For Information (RFI’s), Shop Drawings, Schedule Narratives, Force Account submittals, field memos, notices, letters, and punch lists. All common correspondence files (submittals, requests, answers, changes, reports, minutes, agendas, letters, etc) shall be generated from, and stored within the common file server, including any and all file attachments. The Design-Builder is responsible to coordinate the overall creation and submission of all project documentation to meet the requirements of the project schedule and specifications, along with facilitating the Department’s over the shoulder reviews. The Design-Builder is encouraged to supply the Department with corporate logos, formats, Sybase Infomaker files, etc. to facilitate the creation and utilization of custom forms and reports.

Documents (letters, logs, drawings, sketches, etc) to be transmitted within the Design-Build Team and to the Department by the Design-Builder, for which the Design-Builder does not have an electronic version, shall be scanned, converted into an Adobe Acrobat PDF format, and attached accordingly in Oracle Primavera Contract Management.

Correspondence between the Department’s Main Office Contract Management Bureau and the Design-Builder shall not be transmitted through Oracle Primavera Contract Management.

The detailed requirements for each module within the Contract Management Control Center are as follows:

1. REQUESTS FOR INFORMATION
   a) The Design-Builder shall enter any “Requests for Change” into the “Requests for Information” module, and in the field named “Reason for Request for information” the Design-Builder shall designate it as a “Contractor Request”.
   b) The following Custom Fields are required to have information entered:
      i. Bridge Identification Number – If not applicable choose “NA”.
      ii. Fabricator
      iii. Fabricator contact information
   c) The Design-Builder must provide a Title for the RFI. Using the numbering convention similar to Submittal Packages.
   d) The Design-Builder shall send all RFIs to the Submittal Coordinator by updating the name of the “BIC” (Ball-In-Court) to that of the Submittal Coordinator’s name.
      i. The Design-Builder will indicate what type of impact this has on the project. (e.g., Work slowdown or Work stoppage)
      ii. The Design-Builder will provide the details of the request and/or question
      iii. The Design-Builder will fill in the name of the requestor and the date in the “Question Signed By” and “Date” fields
iv. The Design-Builder will fill in the “Required Date” to indicate the urgency of the request including the “Required Start/Required Finish” dates

2. SUBMITTAL PACKAGES
   a) Field requirements –
      i. Package – The numbering convention shall be as follows: (XXX.YY-Z)
         1. The first part XXX shall be the Item Number
         2. The second part shall be the Type of Drawings:
            • SH - Shop Drawings
            • ED - Erection Drawing
            • WP - Welding Procedure
         3. The Third part shall be a unit or Bridge number. With ‘0’ representing the entire project, or identical across all sections of the project.
      ii. Title – It will coincide with the drawing names as noted on the Plans
      iii. Workflow Template – The Design-Builder shall identify the BIC Contacts for the “Received From” through the “Forwarded To” fields
      iv. Submittal Phase – This will be current review stage in the submission cycle (e.g., Preliminary, Signature, etc.)
      v. Bridge Identification Number (BIN) – The Design-Builder shall select the appropriate BIN or “NA” if the submittal does not apply to a bridge.
      vi. Culvert Identification Number (CIN) – The Design-Builder shall select the appropriate CIN or “NA” if the submittal does not apply to a culvert.
      vii. Sign Identification Number (SIN) – The Design-Builder shall select the appropriate SIN or “NA” if the submittal does not apply to a sign.
   b) Attachment of submittal documents – The Design-Builder shall attach submittal documents in Adobe PDF format. Multiple Submittal documents shall be combined into a multiple page PDF file. The maximum file size of a multiple page PDF file shall be 50 MB. Each Package may have several PDF files attached. The multiple page PDF file will be attached on the Attachments section of the current Review Cycle 00x window in the Submittal level.
   c) Each package shall have a minimum of two Review cycles. One will be for “Preliminary Approval” and the other will be for the “Signature approval”.
   d) If an individual Submittal is rejected, once the Design-Builder makes their changes, they are to resubmit their changes as another Review Cycle of the same Submittal. The Design-Builder shall not create a new Submittal or Submittal package for revised documents the have already been submitted. Instead they shall increment the review cycle of the Submittal by one.
   e) When the Design-Builder makes revisions to a Submittal document, the Design-Builder shall re-attach the entire multi-page document to the Attachments section of the current Review Cycle 00x window.
   f) The reviewer of drawings will upload a PDF File with any comments at the Submittal level. The Design-Builder can then view the status of each Submittal.

3. SUBMITTALS
   a. The Design-Builder shall name the Submittal Title to coincide with the parent Submittal Package
b. **Field requirements** –
   i. **Submittal** – This will be a number, that reflects the parent package
   ii. **Required Start/Required Finish** – This will be the length in days for the review cycle
   iii. **Workflow Template** – The Design-Builder shall identify the BIC Contacts for the “Received From” through the “Forwarded To” fields
   iv. **Review Cycle(s) number and Description**
   v. **In Review Cycles, the “Received” date**

c. The purpose of individual Submittal records in Contract Management is to track the status and dates related to the review and approval cycles of the individual pages of the multi-page PDF file attached to the Submittal Package.

d. A Submittal will not exist without a parent Submittal Package.
e. The Design-Builder’s attachments for Submittal documents will be at the Attachment section of the Review Cycles on the Submittal level. The Department or Design-Builder designated reviewer will attach their review comments or approvals at the same location and again, on the Submittal level.
f. When the BIC workflow is statused by the Submittal Coordinator to the reviewer/approver the Submittal Coordinator shall also transmit an e-mail within Contract Management to the NYSDOT Project Manager(s) informing of the availability of the submittal.

4. **CORRESPONDENCE**
   a) **Correspondence Sent** – This Module tracks and maintains a log of all correspondence sent in Contract Management.
   b) **Correspondence Received** – This Module tracks and maintains a log of all correspondence received in Contract Management.

5. **MEETING MINUTES**
   The Meeting Minute module will be used to document the agenda and meeting minutes of all meetings between the Design-Builder and the Department or the Department’s representatives.
   a) Meeting minutes will be entered by the Design-Builder or their designee.
   b) The Department shall review the meeting minutes and provide written comments to the Design-Builder’s Project Manager within a reasonable time period (not later than two (2) weeks).
   c) All meeting minutes shall be logged into the system. The NYSDOT Project Manager(s) is responsible to utilize meeting minutes and respond (electronically) to meeting minute items assigned to the Department.

6. **LETTERS**
   The Letters module shall be used by the Design-Builder and the NYSDOT Project Manager(s) to transmit any formal letters between the two parties.

7. **COMPANIES**
   The Design-Builder will be responsible for entering the names and addresses for all companies associated with the contract that are required for use in Oracle Primavera Contract Management, along with the names and contact information of the appropriate company contact persons.
This shall include, but is not limited to:
   a) Department
   b) Department’s Design Quality Assurance Engineer
   c) Design-Build Team
   d) Fabricators
   e) Suppliers
   f) Public utilities
   g) Municipalities and associated departments/subdivisions
   h) Etc.

The NYSDOT Project Manager(s) shall notify the Design-Builder’s Project Manager of any companies and company contact information that the Department requires to be entered into Contract Management.

8. DRAWING SETS
The Drawing Sets module allows for the logical grouping of individual contract plan drawings (plan sheets). The Design-Builder shall be responsible for entering the Drawing Sets, which shall reflect the grouping shown in the Index of Drawings on the contract plans.

9. DRAWINGS
The Drawings module contains the individual contract Drawings (Plan Sheets) generated from the 2D/3D design model in Adobe PDF file format. Each Drawing will contain the drawing versions including released for construction, along with any revisions due to Field Changes. The Design-Builder will be responsible for entering the Drawings.

The drawing log will be maintained to indicate the latest construction drawings that have been reviewed and released for construction by the Department, or its representatives, for distribution of these drawings to the Design-Builder, subcontractors, and fabricators. Each drawing will be individually entered, tracked, and the status maintained, including all revisions.

The Design-Builder is responsible to utilize the latest approved drawings as identified in the control system. All revisions will be logged into the control system, describing each change. Plan sheets shall be generated from the Design-Builders 2D/3D model as a smart file in Adobe PDF format.

10. PUNCH LISTS
The Construction Quality Assurance Engineer will be responsible for entering punch list items.

The Design-Builder shall be responsible for monitoring this module and responding to listed items.

11. NONCOMPLIANCE NOTICES
The Construction Quality Assurance Engineer will be responsible for entering noncompliance notices.

The Design-Builder shall be responsible for monitoring this module and responding to listed items.
12. ISSUES
The Submittal Coordinator will be responsible for entering Issues and linking the appropriate documents in various modules to those issues to facilitate efficient quality control and assurance reviews. The NYSDOT Project Manager(s) can submit requests to the Design-Builder’s project Submittal Coordinator for any Issues the Department needs entered into this module, so the NYSDOT Project Manager(s) can link Letters, RFI’s, emails, etc to the appropriate Issue.

13. CONTRACT INFORMATION
The Design-Builder shall be responsible for making all non-propriety contract agreement documents signed by the Office of the State Comptroller available in this module.

14. UNUSED MODULES –
   a) Specific modules in “Project Information” Folder’
      i. Schedule – Use Primavera P6 instead
   b) “Communication” folder
      i. Notepads
      ii. Telephone Records
      iii. Safety
   c) “Logs” Folder
      i. Insurance
      ii. Materials

E. DOCUMENTATION CONTROL SYSTEM AVAILABILITY:
The document control system shall be available for the Design-Build team’s use at all times unless system maintenance (e.g., backups, upgrades, etc) is being performed. System maintenance will generally be limited to non-core business hours. In the event a Design-Builder’s authorized user cannot access the control system, the Design-Builder shall notify the NYSDOT Project Manager(s). In the event the control system becomes unavailable during normal business hours for an extended period of time, the Design-Builder may issue correspondence requiring immediate attention by the Department or Department’s representative in hard copy format. The hard copy correspondence must be entered into the control system immediately after it becomes available again. The inability of the Design-Builder to gain access to the document control system for any reason shall not be grounds for claim. The use of the database is not required for proprietary cost and contract information.

F. SUBMITTAL DURATION REQUIREMENTS:
The NYSDOT Project Manager(s), or their designees, shall be allocated the appropriate durations outlined in the contract documents for any submission approval activities, Shop Drawing approval activities, Requests For Information and Requests For Deviation that the Department is responsible for under the contract. For all other activities without a specific time period allocated in the contract documents for the Department’s review a minimum of twenty (20) working days (using a 5-day work calendar, exclusive of holidays) shall be allocated for review and approval of each submittal. Whenever multiple Design-Builder submittals are under review by the Department, the Design-Builder shall prioritize the submittals and notify the Department thereof. The Department shall not be held responsible
for any delay associated with the approval or rejection of any substitution or other revisions proposed by the Design-Builder.

G. TRAINING REQUIREMENTS:
The Design-Builder shall provide training in the use of Primavera Contract Management version 13 (or latest version, if appropriate) for any Design-Build team and Department personnel accessing the document control system. This training shall consist of the standard three (3) day Oracle Primavera Systems Course 201 – Contract Management Basic Course conducted by Oracle-Primavera, a company certified as part of the Oracle Partner Network at a minimum of the Gold level to conduct Primavera Contract Management training, and receipt of a training certificate from Oracle-Primavera indicating successful completion. The Training Certificate for each proposed user shall be forwarded to the Department with the completed Request For Access form. Information on the Oracle Partner Network can be located through the Oracle Web site at http://www.oracle.com/partners/index.html

H. COMPUTER REQUIREMENTS:
The Design-Builder is responsible to ensure their authorized users have a computer that has a minimum RAM of 4 GB, high speed access to the public internet, Microsoft Windows XP operating system (or other compatible and supported Microsoft version), Microsoft Internet Explorer version 8 with a minimum Cipher Strength of 128 bit, Adobe Acrobat Reader version 8, and Sun Java jre version 1.6r16. Microsoft Internet Explorer shall be configured on each authorized users computer with a Trusted Site address(es) provided by the Department, and appropriate custom Security Privilege settings also provided by the Department. Additionally, it is the Design-Builder’s sole responsibility to maintain a compatible software system. Compatibility is defined as the ability to send and receive all required documents within Oracle Primavera Contract Management in a format viewable by the Department. The Design-Builder must provide to the Department valid email addresses for each authorized user based upon a MAPI-compliant email system, such as Microsoft Outlook or Exchange. The Design-Builder is responsible to ensure that anti-virus software is installed and maintained on any computer accessing the document control system.

I. AVAILABILITY OF THE THIRD PARTY HOSTING SERVICES:
The Design-Builder shall enter into a Service Order Contract with the Vendor, within two weeks of the contract award date, to provide access for the Department staff (and their consultant staff) and the Design-Build Team staff to access the project management software necessary for the administration of the construction contract. The NYSDOT Project Manager(s) will determine how many Department staff will require access to these services. The Department shall provide up to fifty (50) Primavera Contract Management software licenses and up to ten (10) Oracle Primavera P6 software licenses to the Third Party Hosting Service for use during the contract by the Design-Builder staff, plus additional licenses required for Department staff. All costs for Third Party Hosting Services shall be paid for by the Design-Builder under Pay Item costs in the contract.

The Service Order Contract shall have a cost breakdown including: the cost per user per month for access to each software application along with any cost reductions based on volume of users, users having a combination of software applications, multi-year discounts, government discounts, etc; costs for file server disk space; project email address setup costs; and any one time and yearly recurring costs.
Third Party Hosting Services shall be available to the Design-Build team and the Department’s staff prior to the start of any contract work, including the submission of any Shop Drawings or Requests-For-Information, and shall be made available after contract final acceptance as directed in writing by the NYSDOT Project Manager(s).

The Design-Builder shall notify the NYSDOT Project Manager(s) when the Service Order Contract has been executed. The Vendor shall notify the NYSDOT Project Manager(s) of the availability of the services outlined in the Service Order Contract within 15 days of execution of the contract.

The Design-Builder shall make every effort to expedite the execution of the service order contract for Third Party Hosting Services, and for the availability of these services to the Department and the Design-Builder team. Availability of these services is vital to the timely management of contract documents, and the ability for staff responsible for quality control and quality assurance to perform their review and approvals.

J. TERMS AND CONDITIONS FOR THE SERVICE CONTRACT FOR THIRD PARTY HOSTING SERVICES:

The following contract provisions shall be included in the Service Order Contract between the Design-Builder and the Vendor:

Vendor provided Technical Support requirements:

Business Hour Support:
The Vendor’s technical support personnel shall be available via telephone during the hours of 8:00 AM and 6:00 PM EST for response to NYSDOT technical issues related to functionality/access, hosted applications at a systems level, and/or printing/external device access. The Vendor’s technical support shall also support requests from users via email for technical issues not requiring immediate response.

After Hours Support:
For events where there is a critical emergency, the Vendor shall provide NYSDOT a toll free phone number for 24 hour support.

Application Upgrades:
Software patches and upgrades will first be tested and validated in a test environment by NYSDOT and then promoted to a production environment for major and minor activities. All changes will be communicated and approved by NYSDOT prior to execution through a formal change management process.

Data Backup:
A Web interface shall be provided for NYSDOT to manage custom data backups (fully recoverable) to secure location for immediate download, 15 GB included. Including up to two (2) automated/scheduled backups per day from Portal to FTP Location and automated download to NYSDOT network servers, and up to five (5) data and database restorations per
month. The Department shall be able to restore a data backup to any day within the last month, and the first week of any month within the last year.

**Portal Requirements:**

- Distributed User account management, to allow Department program administrators to remotely create, modify and delete all user accounts.
- Reporting tools to allow the Department to generate reports of named account usage within specified date ranges, and user technical support requests and resolution by the Vendor.
- Vendor support for self serving knowledgebase for case management.
- System enforcement of complex passwords.
- Password recovery tools.
- LDAP authentication between web portal accounts and focus application accounts.
- Ability to broadcast messages to project team users.
- Ability for two Department’s Admin users to remotely control a user’s computer (upon user’s permission) for support purposes. (e.g., Go-To-Meeting) (may be separate from Portal if necessary)
- Ability to hold on-line meetings for two or more parties to share the hosted applications.

**Operating Hours of Software Applications to Users:** 24 hours per day / 7 days a week

**Uptime Guarantee:** 98%, measured on a monthly basis.

**Project Data Storage Space:** Initial requirement is 20.0 GB minimum User Storage; pricing in the Service Order Contract shall include provisions for potential increments of 10.0 GB of User storage up to 150GB.

**E-Mail Account** - A project email account shall be provided for Contract Management to receive documents from external email systems.

**Shared Network File Exchange System:** Secure and easy user file exchange without FTP or VPN.

**Database:** Primavera supported Oracle version

**User Accounts:** Configuration and testing of the number of user accounts and connections to applications required by the NYSDOT Project Manager(s).

All applications shall be accessed through 128 bit encrypted VeriSign SSL Certificates.

Focus Applications shall be software applications accessible through an icon in the web portal: (one test database, and one production database for Contract Management; one test database, and one production database for P6) and a file manager to access files on the shared server drive. Additional applications shall include Microsoft Word, and Excel.
Integrated Applications shall include Adobe Acrobat Reader integrated with P6, PDF Generator for P6 users, InfoMaker for Contract Management, Project E-mail box connected to Contract Management to enable email import function.

**Infrastructure Security, Management & Monitoring:**

The Vendor shall be responsible for providing the following infrastructure components:

a) Managed Firewall protection of all data center servers accessed and shared by the Design-Builder, Department and its agents.

b) Managed Antivirus protection of all data center servers accessed and shared by the Design-Builder, Department and its agents.

c) Network connectivity from server equipment of a measurable bandwidth equaling or exceeding requirements of the Design-Builder, Department and its agents to the public Internet.

d) Secure network traffic encryption from Department’s users system to Vendor data center servers using a combination of 128-bit Secure Sockets Layer (SSL) and/or 128-bit Secure ICA encryption software.

e) 24 Hr x 7 Day x 365 Process Monitoring of all active production servers and networking equipment, including functional checks of web sites, applications and Portal modules.

f) Advanced backup and offsite media storage procedures with the following schedule:
   - Daily Differential backups that will permit point-in-time recovery;
   - Full weekly Normal backups that include structure and data;
   - Backups will be stored on removable and stored off site in fireproof locked storage system on a weekly basis and removed from media rotation for a period of 12 months.
   - For data restorations, databases in the prior seven (7) day period will be restored to a specific point in time, whereas files in the prior thirty (30) and databases in the prior eight (8) to thirty (30) day period will be restored to the start of the day, to be determined by the Department and the Vendor. The restoration will be completed within twenty-four hours of the agreed determination of point-in-time:
     - For data restorations older than thirty (30) days and less than twelve months, only data captured by the first full weekly backup of each month will be restored.

g) Enforced procedural access including: Complex passwords (min 8 characters, 5x password history, min 90 day password change), Verisign SSL access to portal workspace, advanced User Administration access for designated Department software application Administration staff.

**Service Access & Remedy**

It will be the responsibility of the Vendor to ensure Design-Builder, Consultant, and Department access to all software applications and services identified by Program Sets on the Service Order Contract during the Operating Hours identified on the front page of the Service Order Contract. In the event that the Design-Builder, Consultant, the Department, or any user
authorized by the Department, cannot access the identified services, they will be instructed to contact the Vendor immediately.

The Department’s users will: (a) be authorized and appropriately trained in accessing the Vendor’s Web Portal and the focus applications, (b) have access to the public Internet from a computer system running any Microsoft Windows Operating system and Microsoft Internet Explorer with a minimum Cipher Strength of 128-bit, version 5.5 or greater. (c) notify the Vendor immediately if they satisfy items a and b above, but still cannot connect to the Vendor’s Portal.

In the event that any user authorized by the Department cannot access a Program Set identified in the Service Order Contract during identified Operating Hours for a Measurable Downtime exceeding that allowed in the Service Contract, the Vendor will credit the Design-Builder an amount equal to 1/2 the monthly recurring fee associated with the Program Set(s) which experienced Measurable Downtime in excess of that allowed in the Service Order Contract.

**Intellectual Property Rights**

All copyright, patent, trademark, trade secret and other proprietary rights (“Intellectual Property Rights”) to the Vendor’s software and related documentation shall remain the property of the Third Party Hosting Service or its suppliers. The Vendor or Design-Builder shall not claim any rights, title, or interest in any software, data or content, which is owned by the Department and is installed on the Vendor’s managed equipment. The Vendor shall not attempt to obtain the source code to software provided by the Department through decompilation, disassembly or other means. The Design-Builder shall not use, reproduce or sublicense Hosting Service services, software or documentation, or any related information or documentation, and shall take reasonable efforts to ensure that same are not used, reproduced or delivered to any of their agents for any purposes except those purposes expressly permitted by the terms of this Service Order Contract.

**Confidentiality**

Except as may be required by law, neither the Vendor nor Design-Builder shall use or divulge or communicate to any person (other than to those whose province it is to know, or as permitted by this Service Order Contract) any confidential information concerning the services, the software, customers, business accounts, finance or contractual arrangements or other dealings transactions or affairs of the other party or the Department and its agents/subsidiaries which may come to either party during the course of this contract or any of the terms of this Service Order Contract.

The Vendor and Design-Builder shall use all reasonable efforts to prevent the unauthorized publication or disclosure or dissemination of any such information material or documents, described in the paragraph above, and to ensure that any person to whom such information or documents are lawfully disclosed is aware that the same is confidential and agrees to keep such information material and documents confidential, with the exception of information which is (i) public knowledge, (ii) previously known, (iii) obtained from a third party having the right to disclose, (iv) developed by receiving party independent of disclosing party, or (v) necessarily disclosed by the license of commercial products.

**Termination**
The Department may, for any reason, direct the Design-Builder to terminate the Service Order Contract with the Vendor by giving thirty (30) days notice in writing to the Vendor. In the event of any termination or expiration of the Contract, regardless of reason, both parties to the Service Order Contract shall cooperate with and provide to the other party all information and assistance reasonably necessary or desirable by either party to ensure the orderly wind-down and transfer of the services, functions, responsibilities, tasks and operations comprising the services as set forth in the Service Order. Fees for the above mentioned services provided by the Vendor after the agreement is terminated will be at actual verifiable time & material costs plus ten percent (10%).

The Design-Builder or Vendor may terminate the Service Order Contract if the other party commits any material breach of any of the terms of this specification, or the other party is unable to perform its obligations for a period of fifteen (15) consecutive days or for periods aggregating 90 days in any calendar year, or the other party becomes insolvent, files or has filed against it a petition in bankruptcy, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors.

**Department provided software**

The Department will for provide the following software application licenses for the duration of the contract (delivered to the Vendor a minimum of 7 days prior to the expected activation of any/all Program Sets): Oracle Primavera named user licenses registered to the Department that allows users access to Oracle Primavera Contract Management software, and Oracle Primavera P6 software. The software, owner’s manuals, concurrent licensing and database shall be owned and retained by the Department. Any/all additional software application licenses and media shall be provided by the Vendor.